



# **City of Norfolk**

## **NOTICE**

### **Request for Proposals (RFP) 4532-0-2014/DH Marketing and Public Relations Support For Nauticus**

#### **To All Private Enterprises**

The City of Norfolk (the “City”) desires to procure professional marketing (including graphic and exhibit design) and public relations services to assist Nauticus with branding, image building, and visitation. The City invites all persons or firms to respond to the Request for Proposals (RFP) by submitting a proposal consistent with the terms and conditions of this solicitation herein set forth.

A Pre-proposal Conference is not scheduled for this RFP.

**RFP closing date and time: May 28, 2014, 2:00 p.m. Eastern Time**

**RFP 4532-0-2014/DH**  
**Marketing and Public Relations Services**  
**for Nauticus**

Buyer: Danny Hawk  
V: 757-664-4026  
F: 757-664-4018  
danny.hawk@norfolk.gov

Issued: May 13, 2014

**RFP CLOSING DATE AND TIME: May 28, 2014**  
**2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDUM:** #1\_\_\_\_ #2\_\_\_\_ #3\_\_\_\_ #4\_\_\_\_ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent: \_\_\_\_\_  
Signature Type or Print Name

\_\_\_\_\_  
Email Address Telephone Number Fax Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company FEI/FIN#

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## **SECTION I – PURPOSE/BACKGROUND**

### **A. Purpose**

The City's purpose of this RFP is to secure an agreement with a local marketing firm to develop marketing and public relations collateral on an as needed basis for Nauticus City-funded initiative and related Nauticus Foundation-funded initiatives by assisting with branding, image-building, and visitation strategies. Offerors shall be self-motivated, highly responsive and collaborative professionals with creative experience, software experience, and an intimate understanding of the unique marketing and advertising environment of a metropolitan museum. A firm fixed hourly rate is requested for all requested services. The rate may be all inclusive or individual rates may be offered for various functions.

## **SECTION II – SCOPE OF WORK**

### **A. Scope of Work**

The selected individual or firm will work with Nauticus management representatives to perform the following services:

1. Creation of marketing and advertising collateral, including but not limited to development and design of advertising creative, brochures, rack cards, annual reports, newsletters, logos, etc. Some photography and artwork will be provided as needed.
2. All services will be provided in conjunction with and at the direction of Nauticus management representatives during the period of this agreement. All work is subject to approval by the Nauticus management representative before payment will be made.
3. The Offeror shall be responsible for securing and maintaining all stock photography and copyright agreements for third party intellectual property incorporated into Nauticus collateral.
4. All rights and ownership of all work completed by the Offeror in the performance of the agreement shall become the sole property of the Nauticus Foundation and the City of Norfolk without further usage restrictions of any kind.
5. All work will be delivered in the requested format.
6. Planning and implementation of public relations activities shall include support for special events as requested. Participation in brainstorming sessions is required.
7. Planning and implementation of media relations efforts geared toward obtaining coverage of significant Nauticus events are requested.
8. Development and creation of exhibits design graphics and attendance at exhibit planning meetings are required.
9. Design and implementation of website and/or web site enhancement services may be required.
10. All samples or artwork shall be produced in the graphic studio per hour
11. The Offeror shall provide administrative, account management, and cost accounting services. The Offeror shall provide monthly invoices detailing services provided and itemizing costs associated with each project. Services provide to the City shall be invoiced separately from services provided to the Nauticus Foundation.
12. Act as an agent for the City as requested in procuring third party services for events, exhibitions, and fundraisers including, but not limited to, selection of catering services, event rental equipment, participant tracking, and staffing support for fundraisers, exhibitions, and programs. When soliciting third party services on behalf of Nauticus, the Offeror shall utilize

and document a competitive process for such procurements. The Offeror's procurement process shall utilize an open competitive process whenever practical and be substantially similar to the City of Norfolk's procurement process in regard to thresholds. At a minimum, the Offeror's procurement process shall require at least two written quotes when procuring third party services valued over \$5,000.

13. Ad placement services are specifically excluded from this agreement.
14. A firm fixed hourly rate is requested for all services. The rate may be all inclusive or individual rates may be offered for varying support levels for example different rates for meeting attendance, administrative activities, and creative work.
15. There shall be no minimal billing per project, day, meeting, or event. There shall be no retainer to secure services under this agreement. All services shall be billed no later than the 15<sup>th</sup> of the month following month in which services were provided. Invoices will be approved by the Nauticus Management Representative and paid on a Net 30 basis. To assure Net 30 payment terms, invoices must show hours worked toward each project, a brief description of work completed toward each project, and include any cost accounting codes provided by the Nauticus Management Representative for each project.

Remainder of the page intentionally left blank.

### **SECTION III - SPECIAL INSTRUCTIONS TO THE OFFEROR**

#### **A. Issuing Office**

City of Norfolk  
Office of the Purchasing Agent  
Attn: Danny Hawk  
232 Main Street, Suite 250  
Norfolk, VA 23510  
Telephone: (757) 664-4026  
Fax: (757) 664-4018  
Danny.hawk@norfolk.gov

#### **B. Contract Administrator**

Nauticus  
Attn: Raymond McEvoy  
One Waterside Drive  
Norfolk, VA 23510  
Telephone: (757) 664-1000

#### **C. Contract Term**

Each proposal shall be signed by an official authorized to bind the Offeror and shall contain a statement that the proposal is firm for the one hundred twenty (120) days immediately following the date of submission of the sealed proposals. At the end of the 120-day period, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled. **The resulting agreement shall be for one (1) initial base year with three (3), one year renewal options.**

#### **D. Contact with City Staff, Representatives, and/or Agents:**

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

#### **E. Offerors of Record:**

Offerors receiving a copy of this RFP from a source other than the Issuing Office via [www.DemandStar.com](http://www.DemandStar.com) must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the RFP Item Number. Offeror will be added to the DemandStar Planholders' list and will receive notification of any addenda to the RFP.

#### **F. Questions and Addenda**

Offerors shall carefully examine this RFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and posted on [www.demandstar.com](http://www.demandstar.com). This RFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the DemandStar web site or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this RFP.

Oral comments and / instructions do not form a part of this RFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

#### G. Changes or Modifications:

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP. Oral communications are not a part of the RFP or Proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

#### H. RFP Closing:

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

#### I. Proposal Submittal Requirements:

1. Each Proposal shall be submitted to the Issuing Office and shall include the following documents:
  - a. The cover page of this RFP, which will contain:
    - 1) Original signature of an agent authorized to bind the company;
    - 2) Requested contact information;
    - 3) Company FEI/TIN number; and,
    - 4) Acknowledgment of any addenda on page one (1);
  - b. Business Classification form; and
  - c. Attachments A - F
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
  - a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailling packaging as well as the outside of your envelope or package with the RFP number, date and time of the RFP closing, and the Offeror's name and address. **Proposals received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.**
  - b. Submit the original and three (3) copies of the proposal with a separate copy on electronic media. The original must be marked "Original".
  - c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Informal Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
  - d. Proposals must include all elements noted in the "Preparation of Proposals" section below.
  - e. Include a statement setting forth the basis for protection of all proprietary information, if any.
  - f. Proposals are to be organized in the following tabs:
    - Tab 1 – Executive Summary
    - Tab 2 – Experience
    - Tab 3 – Services to be provided (to include turnaround time for work)
    - Tab 4 – Capabilities and Skills (to include Offeror's available resources to perform the work required ie. Software, technology)
    - Tab 5 – Prices/Fees
    - Tab 6 – Exceptions

#### J. Evaluation of Proposals:

1. After the proposals are opened and initially evaluated, the City will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this RFP.

2. The following criteria will be used in the evaluation process:
  - a. Experience
  - b. Services to be Provided
  - c. Capabilities, Technology and Skills
  - d. Prices/Fees
3. Based on the initial evaluation, the City may request the selected Offerors to make oral presentations. Thereafter, the City will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
4. After negotiations are completed, the City will select the Offeror(s) who, in City's opinion, has made the best proposal and shall award the contract(s) to that Offeror (referred to in this RFP as the Successful Offeror). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
5. The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

**K. Presentation/Demonstration:**

If in the City's opinion, Offeror presentations or demonstrations of the Offerors' proposal are warranted, the City will notify the appropriate vendors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror's expense.

**L. Preparation of Proposals:**

In presenting their proposals, Offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

To facilitate the City's evaluation of Offeror's proposal, Offeror should number all pages of its proposal and provide tabs as indicated above. **Offeror must fully address each of the following items and submit proposals using the following format:**

1. Experience - Provide a concise description of all work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:
  - a. Offeror's established experience record in providing comparable services to organizations similar to the City.
  - b. Number and types of customers the Offeror has served with comparable services.
  - c. Number of years Offeror has been providing these types of services.
  - d. A **minimum** of five (5) current and previous clients for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to the performance environment necessary under this resulting contract. For each reference, detail:
    - Name of firm;
    - Address of firm;
    - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
    - Number of years Offeror has served the client; and
    - Brief summary of scope of services provided.
  - e. Information detailing projects of similar scope Offeror is currently engaged in, including:
    - Name of firm;
    - Address of firm;
    - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;



- Number of years Offeror has served the firm; and
  - Brief summary of scope of services being provided.
- f. Other available documentation to verify Offeror's experience.
- g. A statement detailing why the Offeror is the best candidate to provide the City with the services requested in this RFP.
2. Capability and skill - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
- a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
  - b. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
  - c. Size and location of the office that will serve the City;
  - d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
  - e. Qualifications and resumes of the employees who will be managing and performing the services under this contract.
  - f. Offerors must include a biography of the individual or firm and/or primary person(s) expected to perform services for the City in sufficient detail to allow a reasonable evaluation of the relative capability of the individuals and/or firm participating in the services to the City. Proposals must clearly identify the principal person that will be assigned to the City.
  - g. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
    - Contact for prompt contract administration upon award of the contract;
    - Contact during the period of evaluation;
    - Authorized agent to accept any notices provided for in this contract.
  - h. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
  - i. A detailed history of all mergers or acquisitions.
  - j. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
  - k. A detailed list of contractor licenses held, including license class and number and program licenses.
  - l. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to document the company's financial status and capability to perform under the contract resulting from this RFP. Include any financial ratings held by the firm.
  - m. If Offeror intends to subcontract any part of the work under the contract resulting from this RFP, indicate services to be subcontracted and subcontractor(s) to provide said services.
3. Services to be Provided - Provide a detailed description of the services to be provided under the contract resulting from this RFP. Said description is to address, at a minimum:
- a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
  - b. Best practice approaches to providing services to the City that enhance efficiency and effectiveness. Innovative solutions will be considered by the City.
  - c. **EACH** of the ***Specific Requirements*** and ***Scope of Work*** specified in this RFP.
  - d. Detailed approach to how Offeror's program/services will be provided, in accordance with the requirements, terms, and conditions of this RFP.

- e. A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under the contract resulting from this RFP.
  - f. A statement explaining why the Offeror's proposed solution would be the most advantageous to the City.
  - g. Describe the one attribute that places the Offeror ahead of the competition.
4. Price
- a. Complete and submit with the proposal the Offeror's pricing schedule that must include all costs, prices, fees, and consequences for additional charges related to the services required under the RFP.
  - b. After negotiations and award of a contract, Successful Offeror's pricing for the services provided under the resulting contract shall be a firm fixed-price during the term of the contract and any extensions and no other charges not specifically stated in the contract will be applicable.
5. Exceptions/Alternatives - Detail any exceptions taken to the ***Scope of Work*** and ***Terms and Conditions*** sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

**M. Proposal Binding For One-hundred Twenty (120) Days:**

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Request For Proposals.

**N. Award**

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in the RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. Offerors will submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal of the selected offerors will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls or e-mails to offerors. The City may request offerors to conduct a presentation, using methods determined to be in the best interest of the City, if determined to be necessary by the City.

**O. Disposition of Proposals**

All materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section I, I. "Disclosure."

**P. Disclosure**

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by Offerors in connection with a procurement shall not be subject to public disclosure

under the Virginia Freedom of Information Act; however, the contractors must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

**Q. Cost Incurred In Responding**

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

Remainder of the page intentionally left blank.

## **SECTION IV – TERMS AND CONDITIONS**

### **A. Prime Contractor Responsibility**

Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this RFP.

If the Offerors' proposal includes services provided by others, the successful offeror(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

### **B. Subcontractors**

Offeror's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Offeror shall be solely responsible for all work performed and materials provided by subcontractors. Offeror shall be responsible for the liability of subcontractors for the types and limits required of the Offeror.

### **C. Governing Law and Venue**

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

### **D. Anti-Collusion**

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

### **E. Ethics in Public Contracting**

The Offeror shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

### **F. Nondiscrimination**

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

### **G. Debarment Certification**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposal documents. See Attachment D.

### **H. Insurance Requirements**

1. Offeror shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under the contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk and the Nauticus Foundation, 810 Union Street, Norfolk, Virginia, 23510, as the additional insured for the specified project as outlined in this RFP.

Insurance shall be maintained during the entire term of the resulting contract and any extensions and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 Combined Limit
Umbrella/Excess Liability	\$1,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Successful Offeror.

#### **I. Defense, Hold Harmless Agreement**

The Offeror shall defend, indemnify and save harmless the City of Norfolk, the Nauticus Foundation and their representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and/or the Foundation and their representative by reason of any act, negligence or omission of the Offeror, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City and/ or the Foundation or their representatives in the defense of claim or suit.

#### **J. Termination**

The City may terminate the services requested herein upon thirty (30) days written notice to the successful Offeror(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this RFP. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City of Norfolk.

#### **K. Compliance with Federal Immigration Law**

The Offeror shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

#### **L. Compliance with State Law – Authorization to Transact Business in the Commonwealth**

Offeror hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

#### **M. Cooperative Purchasing**

The procurement of goods and/or services provided for in the contract is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Offeror agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions,

and specifications of this procurement. The Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to the contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the Offeror.”

#### **N. Equal Opportunity Business Development**

It is the policy of the City to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the procurement activities within the Hampton Roads area. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All Offerors are requested to include a statement in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.

##### **Business Classification**

Is your company a minority or woman owned business? Yes/No

If yes, please check the appropriate category:

Female	Male
<input type="checkbox"/> African American	<input type="checkbox"/> African American
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Hispanic
<input type="checkbox"/> Asian American	<input type="checkbox"/> Asian American
<input type="checkbox"/> American Indian	<input type="checkbox"/> American Indian
<input type="checkbox"/> Eskimo	<input type="checkbox"/> Eskimo
<input type="checkbox"/> Aleut	<input type="checkbox"/> Aleut
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other
<input type="checkbox"/> Other	

#### **O. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans**

All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subcontractor(s)
2. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies)

☐ African American (male)

☐ African American (female)

- |   |   |
|---|---|
| <input type="checkbox"/> Hispanic (male)        | <input type="checkbox"/> Hispanic (female)        |
| <input type="checkbox"/> Asian American (male)  | <input type="checkbox"/> Asian American (female)  |
| <input type="checkbox"/> American Indian (male) | <input type="checkbox"/> American Indian (female) |
| <input type="checkbox"/> Eskimo (male)          | <input type="checkbox"/> Eskimo (female)          |
| <input type="checkbox"/> Aleut (male)           | <input type="checkbox"/> Aleut (female)           |
| <input type="checkbox"/> Other (male)           | <input type="checkbox"/> Caucasian (female)       |
|   | <input type="checkbox"/> Other (female)           |

3. Proposed Amount of Subcontracts: \_\_\_\_\_ (Please fill in)
4. Proposed Description of commodity (e.g., masonry, hauling, insulation)
5. Proposed Description of Project
6. Proposed Total value of awards to all subcontractors
7. Proposed Total Number of minority subcontracts awarded
8. If you do not propose the use of any subcontractors, please check here \_\_\_\_.

**P. Solicitation**

The Offeror will not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Offeror comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

**Q. Reserved**

**R. Drug-Free Workplace**

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the contract, any vendor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Offeror acknowledges and certifies that it understands that the following acts by the Offeror, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

**S. Norfolk Businesses**

It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in the Norfolk area and which employ Norfolk residents to compete for Norfolk contracts. Offerors are asked, as part of their submission, to declare its location and detail its employment of Norfolk residents.

ATTACHMENT A - ANTI-COLLUSION STATEMENT

TO ALL VENDORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of \_\_\_\_\_(name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned vendor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## ATTACHMENT B - ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code Sec. 2.1-347 to Sec. 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code Sec. 18.2-438 to Sec. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the city when the employee knows that:

1. The employee is contemporaneously employed by a bidder or contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder or contractor.

Sec. 33.1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, PPEs or contractor.

Sec. 33.1-90. Gifts by bidders, contractors, or subcontractors (Virginia Code §2.2-4371).

No bidder, contractor, or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: \_\_\_\_\_

Remainder of the page intentionally left blank.

## **ATTACHMENT C - NONDISCRIMINATION**

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Initial: \_\_\_\_\_

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## **ATTACHMENT D - DEBARMENT CERTIFICATION**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

#### **I. CERTIFICATION.**

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### **II. INSTRUCTIONS.**

a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder’s responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Remainder of the page intentionally left blank.

## ATTACHMENT E - COMPLIANCE WITH FEDERAL IMMIGRATION LAW

### I. CERTIFICATION.

The Bidder/Vendor certifies, to the best of its knowledge and belief, that -

The Bidder/Vendor and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise's complete name)

\_\_\_\_\_ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

### II. INSTRUCTIONS.

a. The Bidder/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Vendor's responsibility. Failure of the Bidder/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Vendor non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### III. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Remainder of the page intentionally left blank.

**ATTACHMENT F - COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

**I. CERTIFICATION.**

A. The Offeror/Vendor (Please fill in with your enterprise's complete name)

\_\_\_\_\_ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offeror/Vender by the State Corporation Commission:

\_\_\_\_\_

B. Offeror/Vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. INSTRUCTIONS.**

a. The Offeror/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Vendor's responsibility. Failure of the Offeror/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror/Vendor non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_